

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re:	:	:	Chapter 11
	:	:	Case No. 01-1139 through
W.R. GRACE & CO., et al.	:	:	01-1200 (JKF)
	:	:	(Jointly Administered)
	:	:	
Debtors.	:	:	

**VERIFIED STATEMENT OF NUTTER, MCCLENNEN & FISH, LLP
PURSUANT TO FED. R. BANKR. P. 2019**

Nutter, McClennen & Fish, LLP ("Nutter") submits the following verified statement pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure and the Revised Order Requiring Filing of Statements Pursuant Fed. R. Bankr. P. 2019 (the "Revised Order") and states as follows:

1. Nutter is counsel to the following creditors of the above-captioned debtors and debtors-in-possession ("Debtor"): (a) Town of Acton, Massachusetts (the "Town"), and (b) Tyco Healthcare Group, L.P. ("Tyco Healthcare").

THE TOWN

2. The address for the Town, for the purposes hereof, is: Town of Acton, Massachusetts, c/o Thomas O. Bean, Nutter, McClennen & Fish, LLP, World Trade Center West, 155 Seaport Boulevard, Boston, MA 02210-2604.

3. The Town holds a secured claim for sewer betterments made to the Debtor's real property in the amount of \$3,691,692.38. The Town's lien arises by operation of state law under Massachusetts General Laws c. 83, § 27 and related statutes.

TYCO HEALTHCARE

4. The address for Tyco Healthcare, for the purposes hereof, is: Tyco Healthcare Group, L.P., c/o Peter Nils Baylor, Nutter, McClennen & Fish, LLP, World Trade Center West, 155 Seaport Boulevard, Boston, MA 02210-2604.

5. As of March 1, 2003, Debtor was, and still is, indebted and/or liable to Tyco Healthcare, as successor in interest of The Kendall Company and The Kendall Company LP, for an amount no less than \$2,833,655.18 (the "Liquidated Claim") based upon Tyco Healthcare's rights under (a) 42 U.S.C. §§ 9607(a) and 9613(f), (b) §§ 4 and 5 of Mass. Gen. L. ch. 21E, (c) the Blackburn and Union Privileges Site PRP Cooperation Agreement, dated as of May 7, 1999 (the "PRP Cooperation Agreement"), between Tyco Healthcare and Debtor, and (d) the Professional Services Agreement (the "PSA") between Debtor, Tyco Healthcare, and Sanborn, Head & Associates, Inc.

6. In addition to the Liquidated Claim, Debtor is indebted and/or liable to Tyco Healthcare for future, unliquidated response costs (the "Unliquidated Claim") incurred by Tyco Healthcare in respect of the Blackburn and Union Privileges Superfund Site in Walpole, Massachusetts, including, but not limited to, response costs arising under or in connection with that certain Administrative Order by Consent for Remedial Investigation/Feasibility Study and the PSA.

7. Nutter does not hold any claims against or interest in the above-captioned debtors or debtors-in-possession.

8. Nutter will file an amended and supplemental statement setting forth any material changes in the facts contained in this Verified Statement, should such changes occur.

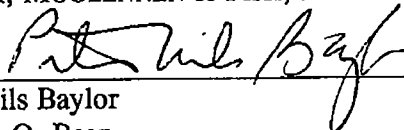
9. As required by the Revised Order, the additional information required to be disclosed herein by Rule 2019, has been submitted to the Clerk of the Court on compact disc.

VERIFICATION

The undersigned verifies under penalty of perjury that the foregoing is true and correct.

Executed on April 5, 2005.

NUTTER, MCCLENNEN & FISH, LLP

By:  _____

Peter Nils Baylor

Thomas O. Bean

World Trade Center West

155 Seaport Boulevard

Boston, Massachusetts 02210-2604

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